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10 MICHAEL J. PLONSKER and LISA PLONSKER

**CONFIRMED COPY**

OF ORIGINAL FILED  
Los Angeles Superior Court

OCT 10 2003

John A. Clarke, Executive Officer/Clerk

By D. Geter, Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF LOS ANGELES - WEST DISTRICT

13 MICHAEL J. PLONSKER, individually;  
14 LISA PLONSKER, individually and as  
15 trustee of the Faversham Grandchildren's  
16 Trust,

17 Plaintiffs,

18 vs.

19 FOUR STAR FINANCIAL SERVICES,  
20 LLC, a California limited liability  
21 company; 900 CAPITAL SERVICES,  
22 INC., a California corporation; F.S.F. LLC,  
23 a California limited liability company;  
24 ANSON, GARRETT & CO., a California  
25 accountancy corporation; RON ANSON,  
26 an individual; JACK GARRETT, an  
27 individual; GRONIMOF ALPER, LTD., a  
28 California limited partnership; GARRETT  
& ANSON INVESTMENT COMPANY, a  
California corporation; MARK COHN, an  
individual; GAIL CATO, an individual;  
DOES 1 through 500, inclusive,

Defendants.

CASE NO. SC079281

COMPLAINT FOR:

1. BREACH OF CONTRACT;
2. FRAUDULENT MISREPRESENTATION;
3. NEGLIGENT MISREPRESENTATION;
4. FRAUDULENT CONCEALMENT;
5. BREACH OF FIDUCIARY DUTY;
6. NEGLIGENCE;
7. CONVERSION; AND
8. SETTING ASIDE FRAUDULENT TRANSFER AND CONSTRUCTIVE TRUST

ALLAN J. GOODMAN

Judge \_\_\_\_\_ Dept. H  
Initial Status Conference &  
OSC Re: Proof of Service Set JAN 22 2004 at 8:30 a.m.  
1633 Purdue Ave., West Los Angeles Courthouse

Plaintiffs, Michael J. Plonsker and Lisa Plonsker ("Plaintiffs") complain as follows:

///

///

PARTIES

1  
2           1.       Plaintiffs Michael J. Plonsker and Lisa Plonsker (husband and wife) are,  
3 and at all times hereto were, individuals residing in the County of Los Angeles, State of  
4 California. Plaintiff Lisa Plonsker is, and at all times mentioned herein was, a trustee of the  
5 Faversham Grandchildren's Trust ("Trust").  
6

7           2.       Plaintiffs are informed and believe, and thereon allege, that Defendant Four  
8 Star Financial Services, LLC ("Four Star") is, and at all times hereto was, a California limited  
9 liability company duly organized and doing business in the State of California, County of Los  
10 Angeles.  
11

12           3.       Plaintiffs are informed and believe, and thereon allege, that Defendant 900  
13 Capital Services, Inc. ("900 Capital") is, and at all times hereto was, a California corporation duly  
14 organized and doing business in the State of California, County of Los Angeles. Plaintiffs are  
15 informed and believe, and thereon allege, that Four Star is a successor to all right, title and  
16 interest in 900 Capital's assets. Hereinafter 900 Capital shall also be referred to as "Four Star."  
17

18           4.       Plaintiffs are informed and believe, and thereon allege, that Defendant  
19 F.S.F. LLC ("FSF") is, and at all times hereto was, a California limited liability company duly  
20 organized and doing business in the State of California, County of Los Angeles and is owned in  
21 whole or in part by Four Star.  
22

23           5.       Plaintiffs are informed and believe, and thereon allege, that Defendant  
24 Anson, Garrett & Co. ("Anson & Garrett") is, and at all times hereto was, a California  
25 accountancy corporation duly organized and doing business in the State of California, County of  
26 Los Angeles.  
27

28       ///

1           6.     Plaintiffs are informed and believe, and thereon allege, that Defendant  
2     Gronimof Alper Ltd. ("Gronimof") is, and at all times hereto was, a California limited liability  
3     company duly organized and doing business in the State of California, County of Los Angeles.

4           7.     Plaintiffs are informed and believe, and thereon allege, that Garrett &  
5     Anson Investment Company ("G&A") is, and at all times hereto was, a California corporation,  
6     duly organized and doing business in the State of California, County of Los Angeles.

7           8.     Plaintiffs are informed and believe, and thereon allege, that Defendant Ron  
8     Anson ("Anson") all times hereto was, an individual, a resident of Los Angeles County, State of  
9     California, and a shareholder, officer, member and/or manager of Four Star, FSF, 900 Capital,  
10    Anson & Garrett and G&A.

11          9.     Plaintiffs are informed and believe, and thereon allege, that Defendant Jack  
12    Garrett ("Garrett") is, and at all times hereto was, an individual, a resident of Los Angeles  
13    County, State of California, and a shareholder, officer, member, general partner and/or manager  
14    of Four Star, FSF, 900 Capital, Anson & Garret, G&A and Gronimof.

15          10.    Plaintiffs are informed and believe, and thereon allege, that Defendant  
16    Mark Cohn ("Cohn"), is, and at all times mentioned hereto was, an individual, a resident of the  
17    State of California, county unknown, and a shareholder, officer, member and/or manager of Four  
18    Star, FSF, 900 Capital and G&A and doing business in the County of Los Angeles, State of  
19    California.

20          11.    Plaintiffs are informed and believe, and thereon allege, that Defendant Gail  
21    Cato ("Cato") is, and at all times hereto was, an individual, a resident of the State of Georgia and  
22    doing business in the County of Los Angeles, State of California.

23          12.    Plaintiffs are informed and believe, and thereon allege, pursuant to  
24    California Code of Civil Procedure § 474, that the fictitiously named Defendants sued herein as  
25    Does 1 through 500, inclusive, and each of them, were in some manner responsible or legally  
26    liable for the actions, events, transactions and circumstances alleged herein. The true names and  
27    capacities of such fictitiously named Defendants, whether individual, corporate, associate or  
28    otherwise, are presently unknown to Plaintiffs and Plaintiffs will seek leave of court to amend this

1 complaint to assert the true names and capacities of such fictitiously named Defendants when the  
2 same have been ascertained. For convenience, each reference to a named Defendant herein shall  
3 also refer to the Doe Defendants, and each of them.

4 13. Plaintiffs are informed and believe, and thereon allege, that Defendants,  
5 and each of them, were the agents, employees, partners, joint venturers, co-conspirators, owners,  
6 principals, and employers of the remaining Defendants, and each of them, and are, and at all  
7 times herein mentioned were, acting within the course and scope of that agency, partnership,  
8 employment, conspiracy, ownership, or joint venture. Plaintiffs are further informed and believe  
9 and thereon allege that the acts and conduct herein alleged of each such Defendant were known  
10 to, authorized by, and/or ratified by the other Defendants, and each of them.

11 14. Plaintiffs are informed and believe, and thereon allege, that Defendants  
12 Anson, Garrett and Cohn, are, and at all times material hereto were, the controlling shareholders,  
13 general partners, and/or members of Defendants Four Star, FSF, Gronimof, G&A and/or Anson &  
14 Garrett and Does 1 through 250, inclusive, and that Defendants Anson, Garrett and/or Cohn at all  
15 times directly controlled each or all of such Defendants. Plaintiffs are further informed and  
16 believe, and thereon allege that Defendants Four Star, FSF, Gronimof, G&A, Anson & Garrett  
17 and Does 1 through 250, inclusive, are, and at all times relevant hereto have been, mere shells and  
18 shams without sufficient capital or assets to meet their debts, obligations and liabilities. Plaintiffs  
19 are further informed and believe and thereon allege, that all times material hereto, Defendants  
20 Four Star, FSF, Gronimof, G&A and/or Anson & Garrett, and Does 1 through 250, inclusive, and  
21 each of them, failed to maintain a corporate identity separate and distinct from Defendants Anson,  
22 Garrett and/or Cohn, or from each other, and that they have been the business conduit and alter  
23 ego of such Defendants, and each other, and that adherence to the fiction of the separate legal  
24 existence of such Defendants as entities distinct from one another would permit an abuse of the  
25 corporate privilege, would promote injustice and would sanction a fraud upon Plaintiffs.

26 15. Plaintiffs are informed and believe, and thereon allege, that Defendants  
27 Anson, Garrett and/or Cohn completely owned, controlled, dominated, used, managed and  
28 operated Defendants Four Star, FSF, Gronimof, G&A and/or Anson & Garret, and Does 1

1 through 250, inclusive, or each of them, and, therefore, any obligation, duty or liability of one  
 2 Defendant as alleged herein should be deemed to similarly be an obligation, duty and liability of  
 3 each and every other Defendant.

4 16. Plaintiffs are informed and believe, and thereon allege, that Defendants  
 5 Four Star, FSF, Gronimof, G&A, and/or Anson & Garrett and Does 1 through 250, inclusive, and  
 6 each of them, are, and at all times material hereto, were, the alter egos of each other and the other  
 7 defendants and there exists and at all times material hereto has existed a unity of interest and  
 8 ownership of all such Defendants such that any separateness has ceased to exist in that each of the  
 9 Defendants used assets of the other Defendants for their separate, individual purposes and caused  
 10 assets to be transferred to each other without adequate consideration. Plaintiffs are informed and  
 11 believe and thereon allege, that Defendants, and each of them, have improperly commingled  
 12 funds and/or participated in, engaged in and/or performed various stock or other financial  
 13 manipulations, transfers and/or assets without adequate consideration and/or without adequate  
 14 accounting.

#### 15 GENERAL ALLEGATIONS

16 17. Beginning in or about 1985, Plaintiffs engaged Defendants Anson &  
 17 Garrett, Anson and Garrett to act as their accountants and said Defendants acted as Plaintiffs'  
 18 accountants through and including July 2003, at which time Plaintiffs terminated said Defendants  
 19 as their accountants.

20 18. In or about 1995, Anson and Garrett, on behalf of themselves and on behalf  
 21 of Four Star, Cohn and Anson & Garrett represented to Plaintiff Michael Plonsker (and through  
 22 him, to Plaintiff Lisa Plonsker) that they had created an investment opportunity for their clients  
 23 and friends which involved "factoring" accounts receivables due to telephone company customers  
 24 and that by doing so they could make a significant profit and pass that profit on to investors.  
 25 Anson and Garrett represented to Plaintiff Michael Plonsker that if he and his wife, Plaintiff Lisa  
 26 Plonsker, would like to invest in this investment opportunity, they would be paid interest on their  
 27 investment in the amount of between fifteen percent (15%) and eighteen percent (18%) of their  
 28 principal investment, which interest payments would be paid to Plaintiffs on a monthly basis. 16

1 Plaintiff Michael Plonsker advised Anson and Garrett that Plaintiffs were risk adverse (for  
2 example, Plaintiffs had never invested in the stock market) and did not want to in any way  
3 jeopardize or "put at risk" the principal that they invested in this investment opportunity. Anson  
4 and Garrett represented that Plaintiffs' principal was not at risk in any manner whatsoever  
5 because major well-known telephone companies owed the accounts receivable and the only  
6 portion of the investment that was even possibly at risk was the amount of interest that would be  
7 paid. Anson and Garrett further represented to Plaintiff Michael Plonsker that, as Plaintiffs'  
8 accountants and friends, they recommended that Plaintiffs invest in this investment opportunity  
9 and "guaranteed" that the principal was not at risk.

10 19. Based on the representations of Anson and Garrett, which representations  
11 were made on behalf of themselves individually, and on behalf of Cohn and Four Star (then  
12 known as 900 Capital), on or about January 20, 1995, Michael Plonsker and 900 Capital entered  
13 into a written agreement ("Investor Agreement #1") pursuant to which, among other things:

- 14 (a) Plaintiff Michael Plonsker delivered a check in the amount of Fifty  
15 Thousand Dollars to Garrett of Anson & Garrett on behalf of 900 Capital;  
16  
17 (b) Plaintiff Michael Plonsker was to be paid 15% interest on his investment  
18 (which later was increased to 18% interest) on a monthly basis; and  
19  
20 (c) Plaintiff Michael Plonsker could request repayment of the principal amount  
and accrued interest upon providing thirty (30) days written notice.

21 A true and correct copy of Investor Agreement #1 is attached hereto as Exhibit A and  
22 incorporated herein as if set forth in full.

23 20. In or about October 1998, Anson and Garrett, on behalf of themselves and  
24 on behalf of Four Star, Cohn and Anson & Garrett, made further representations to Plaintiff  
25 Michael Plonsker (and through him to Plaintiff Lisa Plonsker) which were, among other things,  
26 that their accounts receivable factoring business was performing beyond expectations, that they  
27 had both individually invested a significant amount of money in Four Star, that Plaintiffs should  
28

1 invest additional sums (especially since they did not invest in the stock market) and that they  
2 guaranteed that the principal invested would not be at risk.

3 21. Based upon such representations, on or about October 5, 1998, Plaintiff  
4 Michael Plonsker entered into a second written agreement with Four Star ("Cash Flow Note #1"),  
5 pursuant to which, among other things:

6 (a) Plaintiff Michael Plonsker delivered a check in the amount of One Hundred  
7 Thousand Dollars (\$100,000) to Garrett of Anson & Garrett on behalf of  
8 Four Star;

9 (b) Interest was to be paid to Plaintiff Michael Plonsker at a rate of eighteen  
10 percent (18%) per annum, with said interest being paid on a monthly basis;  
11 and  
12

13 (c) At any time, upon ninety (90) days notice to Four Star, Plaintiff Michael  
14 Plonsker could demand payment in full of the principal amount and any  
15 interest accrued but unpaid.

16 A true and correct copy of the Cash Flow Note #1 is attached hereto as Exhibit B and  
17 incorporated herein by reference as if set forth in full.

18 22. In or about February 2000, April 2001 and January 2002, and at many  
19 other times throughout the years, Anson and Garrett, individually and on behalf of Four Star,  
20 FSF, Cohn and Anson & Garrett, made similar representations to Plaintiff Michael Plonsker (and  
21 through him to Plaintiff Lisa Plonsker) as set forth in paragraphs 18 and 20 above, and in addition  
22 represented that Four Star was performing extremely well, that over \$100 million had been  
23 invested in the Company by very sophisticated investors and that, in addition to the "factoring"  
24 investments, they had created another type of "risk free" investment, which they described as  
25 "arbitrage" investments. Said Defendants further represented and "guaranteed," among other  
26 things, that the principal to be invested would not be at risk in any manner whatsoever because  
27 Four Star purchased telephone long distance time from large telephone companies at a significant  
28 discount and sold such time to other significant telephone companies.



23. Based upon such representations, Plaintiffs invested the following additional sums and entered into the following written contracts:

- (a) On or about April 5, 2000, Plaintiffs Michael Plonsker and Lisa Plonsker entered into a written Investor Agreement with Four Star ("Arbitrage Agreement #1") pursuant to which, among other things:
- (i) Plaintiffs delivered to Four Star, through Garrett of Anson & Garrett, the sum of One Hundred Thousand Dollars (\$100,000) which was to be invested in a specified "arbitrage" transaction referred to as the "Canadian Deal;"
  - (ii) Four Star shall make payments to Plaintiffs out of money first received from said investment until Plaintiffs received an annual yield of thirty percent (30%), payable monthly;
  - (iii) Plaintiffs agreed that said investment would be tied up for a minimum of 40 weeks and that Plaintiffs could thereafter demand return of the investment on six weeks notice; and
  - (iv) Four Star represented that "while the principal invested is safe, the exact amount of yields generated might be speculative. Accordingly, while Four Star does guarantee the return of principal from the investment activity, it makes no guarantees or warranties concerning yield."
- (b) On or about June 15, 2001, Plaintiffs Michael Plonsker and Lisa Plonsker entered into a written Investor Agreement with Four Star ("Arbitrage Agreement #2") pursuant to which, among other things:
- (i) Plaintiffs delivered to Four Star, through Garrett of Anson & Garrett, the sum of One Hundred Thousand Dollars (\$100,000), which was to be invested in a specified "arbitrage" transaction

referred to as "Arbitrage #4;"

(ii) Four Star shall make payments to Plaintiffs, until Four Star located an acceptable "arbitrage" investment, of interest at a rate of eighteen percent (18%) per annum and, once an acceptable "arbitrage" investment was located, interest would be paid at a rate of thirty percent (30%) per annum, with all such interest payments being made monthly;

(iii) Plaintiffs agreed that their investment shall be tied up for the duration of the contracts in which Four Star has entered or will enter into concerning the acceptable investment, which Four Star represented would be approximately one year in duration; and

(iv) Four Star represented that "while the principal invested is safe, the exact amount of yields generated might be speculative. Accordingly, while Four Star does guarantee the return of principal from the investment activity, it makes no guarantees or warranties concerning yield."

(c) On or about January 28, 2002, Plaintiff Michael Plonsker and Four Star entered into a written Investor Agreement with Four Star ("Arbitrage Agreement #3") pursuant to which, among other things:

(i) Plaintiff Michael Plonsker delivered to Four Star, FSF, through Garrett of FSF and Anson & Garrett, the sum of One Hundred Thousand Dollars (\$100,000) which was to be invested in a specified "arbitrage" transaction referred to as "Arbitrage #7;"

(ii) Four Star shall make payments to Plaintiff, until Four Star located an acceptable "arbitrage" investment, of interest at a rate of eighteen percent (18%) per annum and, once an acceptable

“arbitrage” investment was located, interest would be paid at a rate of thirty percent (30%) per annum, with all such interest payments being made monthly;

(iii) Plaintiff agreed that his investment shall be tied up for the duration of the contracts in which Four Star has entered or will enter into concerning the acceptable investment, which Four Star represented would be approximately one year in duration; and

(iv) Four Star represented that “while the principal invested is safe, the exact amount of yields generated might be speculative. Accordingly, while Four Star does guarantee the return of principal from the investment activity, it makes no guarantees or warranties concerning yield.”

True and correct copies of Arbitrage Agreement #1, Arbitrage Agreement #2 and Arbitrage Agreement #3 are attached hereto as Exhibits C, D and E, respectively, and incorporated herein as if set forth in full.

24. Based on the representations set forth hereinabove, Plaintiff Lisa Plonsker, as trustee of the Trust, entered into the following written contracts:

(a) On or about June 23, 2000, Plaintiff Lisa Plonsker, on behalf of the Trust, and Four Star entered into a written Cash Flow Note with Four Star (“Cash Flow Note #2”), pursuant to which, among other things:

(i) The Trust delivered to Four Star, through Garrett of Anson & Garrett, the sum of Ten Thousand Dollars (\$10,000.00);

(ii) Interest was to be paid to the Trust at a rate of eighteen percent (18%) per annum with said interest being accrued on a monthly basis; and

(iii) At any time upon ninety (90) days’ notice to Four Star, the Trust

1                   could demand payment in full of the principal amount and any  
2                   interest accrued but unpaid.

3           (b)   On or about April 23, 2001, Plaintiff Lisa Plonsker, on behalf of the Trust,  
4               entered into a written Investor Agreement with Four Star ("Arbitrage  
5               Agreement #4") pursuant to which, among other things:

- 6                   (i)   The Trust delivered to Four Star, through Garrett of Anson &  
7                       Garrett, the sum of Seven Thousand Five Hundred Dollars  
8                       (\$7,500.00) which was to be invested in a specified "Arbitrage"  
9                       transaction;  
10                  (ii)   Four Star shall make payments to the Trust until Four Star located  
11                       an acceptable "Arbitrage" investment, of interest at a rate of  
12                       eighteen percent (18%) per annum, and once an acceptable  
13                       "Arbitrage" investment was located, interest would be paid at a rate  
14                       of thirty percent (30%) per annum, with all such interest payments  
15                       being accrued monthly;  
16                  (iii)   Plaintiffs agreed that their investment shall be tied up for the  
17                       duration of the contracts in which Four Star has entered or will  
18                       enter in to concerning the acceptable investment, which Four Star  
19                       represented would be approximately one year in duration; and  
20                  (iv)   Four Star represented that "while the principal invested is safe, the  
21                       exact amount of yields generated might be speculative.  
22                       Accordingly, while Four Star does guarantee the return of principal  
23                       from the investment activity, it makes no guarantees or warranties  
24                       concerning yield."  
25                       concerning yield."

26           (c)   On or about June 2, 2001, Plaintiff Lisa Plonsker, on behalf of the Trust,  
27               and Four Star entered into a written Cash Flow Note with Four Star ("Cash  
28

Flow Note #3"), pursuant to which, among other things:

- (i) The Trust delivered to Four Star, through Garrett of Anson & Garrett, the sum of Five Thousand Five Hundred Dollars (\$5,500.00);
- (ii) Interest was to be paid to the Trust at a rate of eighteen percent (18%) per annum with said interest being accrued on a monthly basis; and
- (iii) At any time upon ninety (90) days' notice to Four Star, the Trust could demand payment in full of the principal amount and any interest accrued but unpaid.

(d) On or about May 8, 2002, Plaintiff Lisa Plonsker, on behalf of the Trust, and Four Star entered into a written Cash Flow Note with Four Star ("Cash Flow Note #4"), pursuant to which, among other things:

- (i) The Trust delivered to Four Star, through Garrett of Anson & Garrett, the sum of Six Thousand Dollars (\$6,000.00);
- (ii) Interest was to be paid to the Trust at a rate of eighteen percent (18%) per annum with said interest being accrued on a monthly basis; and
- (iii) At any time upon ninety (90) days' notice to Four Star, the Trust could demand payment in full of the principal amount and any interest accrued but unpaid.

(e) On or about June 27, 2002, Plaintiff Lisa Plonsker, on behalf of the Trust, and Four Star entered into a written Cash Flow Note with Four Star ("Cash Flow Note #5"), pursuant to which, among other things:

- (i) The Trust delivered to Four Star, through Garrett of Anson & Garrett, the sum of Five Thousand Dollars (\$5,000.00);

23

(ii) Interest was to be paid to the Trust at a rate of eighteen percent (18%) per annum with said interest being accrued on a monthly basis; and

(iii) At any time upon ninety (90) days' notice to Four Star, the Trust could demand payment in full of the principal amount and any interest accrued but unpaid.

25. True and correct copies of Cash Flow Note #2, Arbitrage Agreement #4, Cash Flow Note #3, Cash Flow Note #4, Cash Flow Note #5, are attached hereto as Exhibits F, G, H, I and J, respectively, and incorporated herein as if set forth in full.

26. Hereafter, the agreements referred to as Investor Agreement #1, Cash Flow Note #1, Cash Flow Note #2, Cash Flow Note #3, Cash Flow Note #4, Cash Flow Note #5, Arbitrage Agreement #1, Arbitrage Agreement #2, Arbitrage Agreement #3 and Arbitrage Agreement #4 shall be collectively referred to as "the Agreements."

#### FIRST CAUSE OF ACTION

(For Breach of Written Contracts Against Four Star, FSF, Anson, Garrett, Cohn, Gronimof, G&A, Anson & Garrett, and Does 1 through 250, inclusive)

27. Plaintiffs repeat and reallege as if fully set forth herein each and every allegation contained in paragraphs 1 through 26, inclusive, of this Complaint.

28. Plaintiffs have fully performed all of the conditions and each and every act required to be performed on their part in accordance with the terms of the Agreements.

29. On or about February 11, 2003, Plaintiffs demanded that Four Star pay in full all amounts owed to Plaintiffs pursuant to the Agreements and all interest due pursuant to the terms thereof. Four Star has failed and refused to make such payments to Plaintiffs.

30. Plaintiffs have been damaged as a result of Defendants' breach of the Agreements in the amount of Four Hundred Eighty-Four Thousand Dollars (\$484,000.00), plus all accrued interest with daily interest accruing thereon pursuant to the terms of the Agreements.

///

SECOND CAUSE OF ACTION

(For Fraudulent Misrepresentation and Conspiracy Against All Defendants and Does 1 through 500, inclusive)

31. Plaintiffs repeat and reallege as if fully set forth herein each and every allegation contained in paragraphs 1 through 30, inclusive, of this Complaint.

32. Plaintiffs are informed and believe and thereon allege as more particularly alleged in paragraphs 18, 20 and 22, above, that Defendants Anson, Garrett and Anson & Garrett, and each of them, on behalf of themselves individually and on behalf of, as alter egos of or in conspiracy with the other Defendants, and each of them, intentionally misrepresented material facts concerning Four Star's business activities, legal status, financial condition, investment activities and intentions with respect to the Agreements entered into by Plaintiffs. The misrepresentations by said Defendants include, but are not limited to, the allegations set forth above, as well as additional representation over the years at numerous times that Four Star was and had engaged in only lawful business activities, was financially sound and successful, was not subject to any legal actions, would utilize the funds loaned by Plaintiffs for investment in the specified telecommunications activities and would repay funds loaned by Plaintiffs, with interest thereon, on demand by Plaintiffs.

33. Plaintiffs are informed and believe and thereon allege, that between 1995 and 2000, Defendant Cato began conspiring with Defendants Anson, Cohen, Garrett, Four Star and/or FSF to make the misrepresentations to investors, including Plaintiffs, that are set forth herein for the purpose of inducing investors like Plaintiffs to invest money in Four Star and FSF so that said money could be diverted for their own benefits.

34. Plaintiffs are informed and believe and thereon allege, contrary to the representations made to Plaintiffs by Defendants, that:

- (a) Defendants never intended to invest Plaintiffs' money in the investments represented;

- 1 (b) Defendants never intended to guarantee Plaintiffs' principal investment or  
2 that the principal investment would not be at risk;
- 3 (c) Defendants intended to divert Plaintiffs' investments to their own benefit  
4 and the benefit of companies owned and controlled by them;
- 5 (d) Defendants did not have the experience, competence and/or intent to  
6 manage a large investment fund;
- 7 (e) Defendants had engaged in mail and wire fraud in connection with a  
8 telemarketing scheme whereby thousands of consumers were defrauded of  
9 tens of millions of dollars;
- 10 (f) Four Star was not financially sound and was not able to guarantee the  
11 repayment of principal amounts invested and was subject to significant  
12 legal actions;
- 13 (g) Defendants knew that they were under investigation by federal and state  
14 authorities in connection with a fraudulent telemarketing scheme;
- 15 (h) In or about 2001, Four Star, Cohn and several of Four Star's business  
16 associates were indicted for mail and wire fraud in connection with a  
17 telemarketing scheme by a federal grand jury in Maryland;
- 18 (i) Four Star was not financially sound and successful, Four Star was insolvent  
19 and unable, or on the verge of being unable, to pay its obligations as they  
20 became due; Four Star's assets were relatively worthless; and Four Star had  
21 no revenues and no reasonable prospects of generating any revenues;
- 22 (j) Defendants secretly had been engaged in a fraudulent transaction referred  
23 to by them as the "Argentinean transaction." Through the Argentinean  
24 transaction, Defendants have undertaken to convert the assets of Four Star  
25 through an elaborate ruse ostensibly involving the transfer of tens of  
26 millions of dollars of investment in Four Star (including Plaintiffs'  
27  
28



1 investments) through banks and other entities allegedly located in England,  
2 Canada, Saudi Arabia, Georgia and Argentina; the death of a Virginia  
3 attorney in a hotel room in Buenos Aires; and Cato. Defendants, on behalf  
4 of themselves and each other, represented that there was a veil of secrecy  
5 surrounding the Argentinean Transaction and warned Plaintiffs and other  
6 investors that if anyone tried to directly confirm the existence of the  
7 transaction, the transaction and all the money would be lost;

8 (k) Defendants, or each of them, were secretly engaged in a "Ponsi scheme"  
9 whereby they illegally and fraudulently solicited, obtained and used money  
10 provided by new investors in Four Star, including Plaintiffs, to pay interest  
11 and returns to prior investors in Four Star;

12 (l) Four Star utilized Plaintiffs' money in furtherance of and to defend its  
13 unlawful schemes; and

14 (m) Defendants had no intention to repay Plaintiffs' money to them and knew  
15 that Four Star had no reasonable prospect of being able to repay such  
16 investments.

17  
18 35. In or about June 2003, Four Star and Cohn were convicted on more than 50  
19 counts of mail fraud, wire fraud and conspiracy.

20 36. Defendants, and each of them, acting as agents for and on behalf of or as  
21 alter egos of each other, made the above representations with the intent that Plaintiffs would rely  
22 on the representations. At the time Defendants made the above representations and/or  
23 concealments, they knew the representations were false and made the representations with the  
24 intent of inducing Plaintiffs to enter into the Agreements.

25 37. In entering each of the Agreements, in forbearing on demanding earlier  
26 repayment and in forbearing on taking earlier legal action, Plaintiffs did, in fact, rely upon the  
27 representations, and each of them, and reasonably believed that the representations were true.

1 Had Plaintiffs known the above representations were false, they would not have taken such  
2 actions.

3 38. As a direct and proximate result of the above-described fraudulent and  
4 deceitful representations made by Defendants, and each of them, on behalf of themselves and  
5 each other, Plaintiffs have been damaged in an amount in excess of the jurisdictional limits of this  
6 Court, the exact amount to be proven at the time of trial.

7 39. The above-described conduct of the Defendants, and each of them, was  
8 made individually on behalf of each other and in conspiracy with each of the other Defendants  
9 and in the course and scope of their employment as officers, members, directors and/or managing  
10 agents of the other Defendants. Further, the above-described conduct of Defendants, and each of  
11 them, and such conduct was expressly or implicitly ratified as agent for and on behalf of the other  
12 Defendants, was willful and intentional and done with fraud, oppression and malice, and was  
13 done with a conscious disregard of Plaintiffs' rights and interests, such that the conduct warrants  
14 the imposition of punitive damages against Defendants, and each of them, in a sum appropriate to  
15 punish Defendants, and each of them, and to deter them from engaging in future similar  
16 misconduct, the actual sum subject to proof at the time of trial.

### 17 THIRD CAUSE OF ACTION

18 (For Negligent Misrepresentation Against All Defendants (except Cato) and

19 Does 1 through 500, inclusive)

20 40. Plaintiffs repeat and reallege as if fully set forth herein each and every  
21 allegation contained in paragraphs 1 through 39, inclusive, of this Complaint.

22 41. Defendants, and each of them, acting as agents for and on behalf of or as  
23 alter egos of each other, owed Plaintiffs a duty to provide Plaintiffs with information that was not  
24 false and misleading based upon their relationship with Plaintiffs.

25 42. Defendants, and each of them, knew, or should have known, that Plaintiffs  
26 would rely upon the information provided to them by Defendants, and each of them.

27 43. As a direct and proximate result of the above-described representations  
28 made by Defendants, and each of them, on behalf of themselves and each other, Plaintiffs have

1 been damaged in an amount in excess of the jurisdictional limits of this Court, the exact amount  
2 to be proven at the time of trial.

3 **FOURTH CAUSE OF ACTION**

4 **(For Fraudulent Concealment and Conspiracy Against All Defendants and**  
5 **Does 1 through 500, inclusive)**

6 44. Plaintiffs repeat and reallege as if fully set forth herein each and every  
7 allegation contained in paragraphs 1 through 43, inclusive, of this Complaint.

8 45. Beginning at an uncertain time in or after 1995 and continuing through and  
9 including 2003, Defendants Anson, Garrett, Anson & Garrett, and each of them, individually and  
10 on behalf of, as alter egos of or in conspiracy with the other Defendants, in addition to the facts  
11 alleged in paragraph 34 above, concealed the following facts from Plaintiffs:

- 12 (a) The criminal conduct of Four Star and its managing agents;  
13 (b) The criminal indictment of Four Star and Mark Cohn;  
14 (c) The cash flow and liquidity problems of Four Star;  
15 (d) The investment of Plaintiffs' and other investors' money by Defendants in  
16 investments other than the telecommunications transactions discussed  
17 above;  
18 (e) The Argentinean transaction was a fraud;  
19 (f) The investments received from Plaintiffs would not be used for purposes  
20 expressly explained by Defendants, and each of them, but instead would be  
21 diverted to meet other non-disclosed liabilities and liquidity shortfalls.  
22 (g) Defendants, and each of them, were receiving significant sums from Four  
23 Star;  
24 (h) Four Star had many civil claims against it;  
25  
26  
27  
28

1 (i) Investors had withdrawn or attempted to withdraw their money based upon  
2 facts that they discovered and/or the deteriorating financial condition of  
3 Four Star;

4 (j) In or about 2002, another of Four Star's co-defendants in the Maryland  
5 criminal action was convicted of mail and wire fraud, money laundering  
6 and criminal conspiracy, and another co-defendant was convicted of mail  
7 and wire fraud and of criminal conspiracy; and

8 (k) Four Star claimed that it was insolvent to certain creditors.

9 46. Plaintiffs are informed and believe, and thereon allege that at all relevant  
10 times Defendants, and each of them, acting on behalf of themselves and each of the other  
11 Defendants, knew that Plaintiffs were not aware of the facts concealed as alleged hereinabove.  
12 Defendants allowed and encouraged Plaintiffs to believe that their investments were safe and  
13 were not at risk.

14 47. Plaintiffs are informed and believe, and thereon allege that at the time  
15 Defendants made the foregoing representations and concealed the foregoing facts, Defendants  
16 knew that said representations and concealments were material and were false in that, among  
17 other things, Plaintiffs' investments were at risk, new money invested by Plaintiffs was being  
18 paid as interest to other investors and the chance of Plaintiffs recovering the principal amount of  
19 their investment was in jeopardy.

20 48. Plaintiffs are informed and believe, and thereon allege that the Defendants  
21 were aware that Defendants had superior knowledge compared to Plaintiffs and that Defendants  
22 knew and intended that Plaintiffs would rely on Defendants' misrepresentations and omissions in  
23 investing additional sums as well as in not demanding return of the principal that they had  
24 previously invested. As Defendants expected and intended, Plaintiffs relied upon Defendants'  
25 misrepresentations and omissions.

26 49. Until approximately June 2003, based upon Defendants' concealment of  
27 the true facts and their true intentions, Plaintiffs understood and believed Defendants' promises  
28

1 and representations and were unaware of Defendants' true intent to deceive and defraud  
2 Plaintiffs.

3 50. Plaintiffs' reliance on Defendants' misrepresentations and omissions was  
4 reasonable under the circumstances in that Plaintiffs had no knowledge of Defendants' true intent  
5 and had no reason to disbelieve Defendants.

6 51. As a direct and proximate result of Defendants', and each of their,  
7 fraudulent representations and concealments, Plaintiffs have been damaged in an amount in  
8 excess of the jurisdictional limits of this Court the exact amount to be proven at trial.

9 52. The above-described conduct of the Defendants, and each of them, was  
10 made individually on behalf of each other and in conspiracy with each of the other Defendants  
11 and in the course and scope of their employment as officers, members, directors and/or managing  
12 agents of the other Defendants and such conduct was expressly or implicitly ratified as agent for  
13 and on behalf of the other Defendants. Further, the above-described conduct of Defendants, and  
14 each of them, was willful and intentional and done with fraud, oppression and malice, and was  
15 done with a conscious disregard of Plaintiffs' rights and interests, such that the conduct warrants  
16 the imposition of punitive damages against Defendants, and each of them, in a sum appropriate to  
17 punish Defendants, and each of them, and to deter them from engaging in future similar  
18 misconduct, the actual sum subject to proof at the time of trial.

#### 19 FIFTH CAUSE OF ACTION

20 (For Breach of Fiduciary Duty Against Anson, Garrett, Anson & Garrett and Four Star,  
21 FSF, Gronimof, G&A and Does 1 through 500, inclusive)

22 53. Plaintiffs repeat and reallege as if fully set forth herein each and every  
23 allegation contained in paragraphs 1 through 52, inclusive, of this Complaint.

24 54. Anson, Garrett and Anson & Garrett are Plaintiffs' fiduciaries by reason of  
25 their representation of Plaintiffs as their accountants.

26 55. Plaintiffs are informed and believe, and thereon allege that Defendants  
27 Anson, Garrett and Anson & Garrett have breached their fiduciary duties to Plaintiffs by  
28 advancing their interests at the expense of Plaintiffs as hereinabove alleged.

56. As a direct and proximate result of the breaches of fiduciary duty by Defendants Anson, Garrett and Anson & Garrett, as alleged hereinabove, Plaintiffs have been damaged in an amount, which is in excess of the jurisdictional limits of the Court, the exact amount to be proven at trial.

57. The above-described conduct of the Defendants, and each of them, was made individually on behalf of each other and in conspiracy with each of the other Defendants and in the course and scope of their employment as officers, members, directors and/or managing agents of the other Defendants, and such conduct was expressly or implicitly ratified as agent for and on behalf of the other Defendants. Further, the above-described conduct of Defendants, and each of them, was willful and intentional and done with fraud, oppression and malice, and was done with a conscious disregard of Plaintiffs' rights and interests, such that the conduct warrants the imposition of punitive damages against Defendants, and each of them, in a sum appropriate to punish Defendants, and each of them, and to deter them from engaging in future similar misconduct, the actual sum subject to proof at the time of trial.

### SIXTH CAUSE OF ACTION

(For Negligence Against Defendants Anson, Garrett, Anson & Garret, Gronimof, Four Star,  
FSF, G&A and Does 1 through 500, inclusive)

58. Plaintiffs repeat and reallege as if fully set forth herein each and every allegation contained in paragraphs 1 through 57, inclusive, of this Complaint.

59. As accountants in an accounting firm providing services to Plaintiffs, Defendants Anson, Garrett and Anson & Garrett at all relevant times owed a duty to Plaintiffs to use reasonable care and professional competence.

60. Defendants Anson, Garrett and Anson & Garrett made certain representations to Plaintiffs without any reasonable basis for believing them to be true at the time that they were made and, in addition, failed to take corrective action when the untruth became manifested as alleged herein.

61. Defendants Anson, Garrett and Anson & Garrett breached their duties to Plaintiffs.

62. Plaintiffs reasonably relied upon the representations of said Defendants and invested the money hereinabove alleged.

63. As a direct and proximate result of Defendants', and each of their, actions, Plaintiffs have been damaged in an amount, which is in excess of jurisdictional limits of the Court, the exact amount to be proven at trial.

#### SEVENTH CAUSE OF ACTION

(For Conversion and Conspiracy to Convert Against All Defendants,  
and Does 1 through 100, inclusive)

64. Plaintiffs repeat and reallege as if fully set forth herein each and every allegation contained in paragraphs 1 through 63, inclusive of this Complaint.

65. Plaintiffs invested specified sums of money with Defendant Four Star.

66. Beginning at an unknown time and continuing through the present, Defendants, and each of them, misappropriated and converted for their own use and possession, without Plaintiffs' consent, specific amounts entrusted to them in the amount of Four Hundred Eighty-Four Thousand Dollars (\$484,000.00).

67. Plaintiffs have the right to immediate possession of the specific funds invested.

68. As a direct and proximate result of Defendants' conversion of the specific funds of Plaintiffs, Plaintiffs have been damaged in the amount of Four Hundred Eighty-Four Thousand Dollars (\$484,000.00), plus interest.

69. The above-described conduct of the Defendants, and each of them, was made individually on behalf of each other and in conspiracy with each of the other Defendants and in the course and scope of their employment as officers, members, directors and/or managing agents of the other Defendants, and such conduct was expressly or implicitly ratified as agent for and on behalf of the other Defendants. Further, the above-described conduct of Defendants, and each of them, was willful and intentional and done with fraud, oppression and malice, and was done with a conscious disregard of Plaintiffs' rights and interests, such that the conduct warrants the imposition of punitive damages against Defendants, and each of them, in a sum appropriate to



1 punish Defendants, and each of them, and to deter them from engaging in future similar  
2 misconduct, the actual sum subject to proof at the time of trial.

3 **EIGHTH CAUSE OF ACTION**

4 (To Set Aside Fraudulent Transfer Against All Defendants (except Cato), and  
5 Does 1 through 100, inclusive)

6 70. Plaintiffs repeat and reallege as if fully set forth herein each and every  
7 allegation contained in paragraphs 1 through 69, inclusive of this Complaint.

8 71. Plaintiffs are informed and believe and thereon allege that Defendants, or  
9 each of them, transferred money or other assets to each other or Does 1 through 500, inclusive,  
10 and that such transfers are fraudulent as to Plaintiffs since such transfers were made without  
11 receiving a reasonably equivalent value in exchange for the transfer and/or since Defendants, or  
12 each of them, were insolvent at the time or became insolvent as a result of such transfers.

13 72. Plaintiffs are informed and believe and thereon allege that said transfers  
14 were made with knowledge and were intended to hinder, delay or defraud the collection of  
15 Plaintiffs' claims.

16 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them,  
17 as follows:

18 **AS TO THE FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT:**

19 1. For compensatory damages according to proof at trial, plus interest.

20 **AS TO THE SECOND CAUSE OF ACTION FOR FRAUDULENT**

21 **MISREPRESENTATION:**

22 2. For compensatory damages according to proof at trial, plus interest.

23 3. For punitive or exemplary damages in an appropriate amount to be  
24 determined at trial.

25 **AS TO THE THIRD CAUSE OF ACTION FOR NEGLIGENT MISREPRESENTATION:**

26 4. For compensatory damages according to proof at trial, plus interest.

27 **AS TO THE FOURTH CAUSE OF ACTION FOR FRAUDULENT CONCEALMENT:**

28 5. For compensatory damages according to proof at trial, plus interest.



6. For punitive or exemplary damages in an appropriate amount to be determined at trial.

**AS TO THE FIFTH CAUSE OF ACTION FOR NEGLIGENT MISREPRESENTATION:**

7. For compensatory damages according to proof at trial, plus interest.

**AS TO THE SIXTH CAUSE OF ACTION FOR NEGLIGENCE:**

8. For compensatory damages according to proof at trial, plus interest.

**AS TO THE SEVENTH CAUSE OF ACTION FOR CONVERSION:**

9. For the value of the property converted in the amount of Four Hundred Eighty-Four Thousand Dollars (\$484,000.00), plus interest;

10. For punitive or exemplary damages in an amount to be determined at trial.

**AS TO THE EIGHTH CAUSE OF ACTION TO SET ASIDE FRAUDULENT TRANSFER:**

11. For an order that the money or any other assets transferred be set aside to the extent necessary to satisfy Plaintiffs' claim;

12. That a temporary restraining order and preliminary injunction be issued prohibiting further disposition by Defendants, or each of them, or their transferees, or both, of the amount claimed for herein;

13. That an order be made declaring that Defendants FSF, Anson, Garrett, Cohn, Anson & Garrett, Gronimof and G&A hold the funds described above in trust.

**ON ALL CAUSES OF ACTION:**

14. For reasonable attorneys' fees according to proof;

15. For costs of suit herein; and

16. For such other and further relief as the Court may deem just and proper.

DATED: October/0, 2003

ALSCHULER GROSSMAN STEIN & KAHAN LLP

By: 

Michael J. Plonsker  
Attorneys for Plaintiffs MICHAEL J. PLONSKER and  
LISA PLONSKER



1 Jon Ferrara, Individually  
2 and as Trustee of the Ferrara Living Trust  
3 Arleen Ferrara, Individually  
4 and as Trustee of the Ferrara Living Trust  
5 502 16th Street  
6 Santa Monica, California 90402  
7 Tel. (310) 393-2655  
8 Fax. (310) 451-0217  
9 IN PROPIA PERSONA

**FILED**  
LOS ANGELES SUPERIOR COURT  
OCT 14 2003  
JOHN A. CLARKE, CLERK  
BY LUNG VAN VO, DEPUTY

*Case assigned to Judge Rolando D. ...*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

JON and ARLEEN FERRARA, Individually  
and as Trustees of the FERRARA LIVING  
TRUST.

Plaintiffs,

vs.

GEORGINA ASSET MANAGEMENT, LLC,  
a California limited liability company,  
ROBERT LIPP, an individual,  
WINDERMERE INVESTMENT  
ASSOCIATES, INC., an Oregon corporation,  
and DOES 1-20, inclusive.

Defendants.

Case No. BC304180

COMPLAINT FOR PROFESSIONAL  
NEGLIGENCE AND BREACH OF  
FIDUCIARY DUTY

Plaintiffs Jon and Arleen Ferrara, Individually and as Trustees of the Ferrara Living Trust ("Ferrara Trust") (collectively "Plaintiffs"), hereby allege claims against defendants Georgina Asset Management, LLC ("Georgina"), Robert Lipp ("Lipp"), Windermere Investment Associates, Inc., ("Windermere") and Does 1 through 20 (collectively "Defendants"), as follows:

1. Plaintiff Jon Ferrara is, and at all times herein mentioned was, an individual residing in Santa Monica, California.
2. Plaintiff Arleen Ferrara is, and at all times herein mentioned was, an individual residing in Santa Monica, California.

1           3.       Plaintiffs Jon and Arleen Ferrara are Trustees of the Ferrara Trust. The Ferrara  
2 Trust was formed under the laws of the State of California and the Ferrara Trust's situs is  
3 California.

4           4.       Plaintiffs are informed and believe, and on that basis allege that at all times  
5 mentioned herein that Defendant Georgina was and is a California limited liability company with  
6 its principal place of business in Santa Monica, California.

7           5.       Plaintiffs are informed and believe, and on that basis allege that at all times  
8 mentioned herein that Defendant Lipp was and is an individual residing in Los Angeles County,  
9 California.

10          6.       Plaintiffs are informed and believe, and on that basis allege that at all times  
11 mentioned herein that Defendant Windermere was and is an Oregon corporation with its  
12 principal place of business in Portland, Oregon.

13          7.       The true names and capacities of DOES 1 through 20, inclusive, whether  
14 individual, corporate, associate or otherwise are unknown to Plaintiffs who therefore sue said  
15 Defendants by such fictitious names, and will amend this Complaint to show the true names and  
16 capacities thereof when the same have been ascertained. DOES 1 through 5, inclusive, are  
17 officers, directors, and/or employees of Windermere. DOES 6 through 10 are entities or persons  
18 affiliated with Windermere.

19          8.       Plaintiffs are informed and believe and on that basis allege that each of the  
20 Defendants, including those named as DOES, are the agents, servants and employees of each of  
21 the other Defendants, and in doing the things herein alleged, each acted within the course and  
22 scope of said agency and employment and with full knowledge and consent of each of the  
23 remaining Defendants.

24                               **COMMON ALLEGATIONS**

25          9.       Jon and Arleen Ferrara, individually and as trustees of the Ferrara Trust, hired  
26 Georgina and Lipp to provide investment advisory services in or about June 2000.

27          10.       Georgina's Uniform Application For Investment Advisor Registration, filed with  
28 the Securities Exchange Commission, states that Georgina would "rely heavily on the use of

1 models and recommendations supplied by Windermere Investment Associates, Inc." (Georgina's  
2 Form ADV p. 3.) Plaintiffs are informed and believe that Windermere provided advice and  
3 recommendations to them through Lipp regarding their investments, individually and as trustees  
4 of the Ferrara Trust.

5 **FIRST CAUSE OF ACTION**

6 **NEGLIGENCE**

7 **(Against All Defendants)**

8 11. Plaintiffs reallege paragraphs 1 through 10, and by reference thereto, incorporate  
9 the same as though fully set forth herein.

10 12. Georgina, Lipp, and Windermere provided investment advice to Plaintiffs.  
11 Defendants had a duty to use such skill, prudence and diligence as investment advisors would  
12 commonly possess in handling the funds and investment decisions of clients such as Plaintiffs.

13 13. The Defendants, and each of them, breached that duty by negligently: (1) failing  
14 to invest Plaintiffs' money in secure investments that promised a stable rate of return; (2) causing  
15 Plaintiffs' money to be invested in Four Star Financial Services, Inc. ("**Four Star**"); (3) failing to  
16 report accurately the speculative nature of the investment; and (4) failing to take corrective  
17 action when it would have been apparent to other reasonable investment advisors that plaintiffs'  
18 portfolio should be reallocated.

19 14. The Defendants' breaches of their duties to Plaintiffs proximately caused injuries  
20 to Plaintiffs, and each of them in an amount no less than the jurisdictional limit of this Court.

21 15. Plaintiffs did not discover the negligence or the actual harm until 2003.

22 **SECOND CAUSE OF ACTION**

23 **BREACH OF FIDUCIARY DUTY**

24 **(Against All Defendants)**

25 16. Plaintiffs reallege paragraphs 1 through 15, and by reference thereto, incorporate  
26 the same as though fully set forth herein.

27 17. There existed at all relevant times a fiduciary relationship between Georgina, Lipp  
28 and Windermere, on the one hand, and Plaintiffs, on the other hand. Defendants were

1 investment advisors to Plaintiffs, and Plaintiffs relied on Defendants to advise them and invest  
2 their money prudently. Plaintiffs further relied on Defendants to execute that strategy in a  
3 manner that achieved Plaintiffs' long-term goals.

4 18. Defendants negligently breached their fiduciary duty to Plaintiffs by their acts  
5 leading to Plaintiffs' investment in Four Star. Defendants had a duty to use such skill, prudence  
6 and diligence as investment advisors would commonly possess in providing advice and making  
7 investment decisions for Plaintiffs.

8 19. As a result of Defendants' breaches, Plaintiffs suffered damages in an amount no  
9 less than the jurisdictional limit of this Court when Four Star failed and caused Plaintiffs to lose  
10 their investment.

11 20. Plaintiffs did not discover the negligence or the actual harm until 2003.

12 WHEREFORE, Plaintiffs pray for judgment against the Defendants, and each of them, as  
13 follows:

14 FOR THE FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS:

- 15 1. For compensatory damages in an amount according to proof at trial, but no less  
16 than the jurisdictional limit of this court.
- 17 2. For interest thereon at the legal rate and according to proof:
- 18 3. For costs of suit;
- 19 4. Attorney's fees; and
- 20 5. For such other and further relief as the Court may deem just and proper.

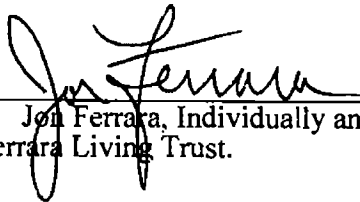
21  
22 FOR THE SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS:

- 23 1. For compensatory damages in an amount according to proof at trial, but no less  
24 than the jurisdictional limit of this court.
- 25 2. For interest thereon at the legal rate and according to proof;
- 26 3. For a return of all monies paid for services to any of the Defendants;
- 27 4. For costs of suit;
- 28 5. Attorney's fees; and

1           6.       For such other and further relief as the Court may deem just and proper.

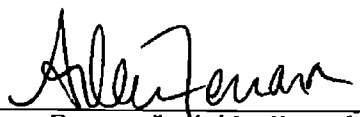
2 DATED: October 10, 2003

3 IN PROPIA PERSONA

4 By:   
5       Jon Ferrara, Individually and as Trustee of  
6       the Ferrara Living Trust.

7 DATED: October 10, 2003

8 IN PROPIA PERSONA

9 By:   
10       Arleen Ferrara, Individually and as Trustee  
11       of the Ferrara Living Trust.

SHORT TITLE: <b>FERRARA, et. al. vs. GEORGINA ASSET MGMT., INC., et. al.</b>	CASE NUMBER <b>BC304180</b>
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required in all new civil case filings in the Los Angeles Superior Court**

- I. Check the types of hearing and fill in the estimated length of hearing expected for this case:  
JURY TRIAL? ☐ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL \_\_\_\_\_ ☐ HOURS/ ☐ DAYS.
- II. Select the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to No. III, Pg. 4):
- 1 After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column 1, the Civil Case Cover Sheet case type you selected.
  - 2 Check one Superior Court type of action in Column 2 below which best describes the nature of this case.
  - 3 In Column 3, circle the reason for the court location choice that applies to the type of action you have checked.

**Applicable Reasons for Choosing Courthouse Location (See Column 3 below)**

1. Class Actions must be filed in County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Inj/Prop. Damage)
3. Location where cause of action arose
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

4 Fill in the information requested on page 4 in item III; complete item IV. Sign the certificate.

Auto Tort

Other PIP/DWD Tort

Non-PIP/DWD Tort

-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Veh. - Pers. Injury/Prop. Dam./Wrongful Death	1., 2., 4.
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Pers. Inj/Prop. Dam./Wrongful Death - Unins. Motorist*	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos(s) - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
Other PIP/DWD (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/PD/WD (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7271 Negligent Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Dam./Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 3. 1., 2., 4.
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A8010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A8013 Fraud (no contract)	1., 2., 3.
Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.



Non-PI/PD/WD Tort (Cont.)  
 Employment  
 Contract  
 Real Property  
 Unlawful Detainer  
 Judicial Review

SHORT TITLE: <b>FERRARA, et. al. vs. GEORGINA ASSET MGMT., INC. et. al.</b>		CASE NUMBER
-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Prof. Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input checked="" type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Oth Non-PI/PD/WD Tort (35)	<input type="checkbox"/> A6025 Other Non-PI/PD/WD Tort - Intentional <input type="checkbox"/> A6026 Other Non-PI/PD/WD Tort - Negligence	2., 3. 2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not Insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not UD or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff(no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Emnt Dom/Inv. Cond. (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property(not em. domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 8.
Unl. Det.-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unl. Det.-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unl. Det.-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.

SHORT TITLE: FERRARA, et. al. vs. GEORGINA ASSET MGMT., INC., et. al.	CASE NUMBER
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Misc. Civil Petitions Misc. Civ. Cmplts  
 Enforcement of Judgment  
 Provisionally Complex Litig. Judicial Review (Cont'd.)

-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Oth. Jud. Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2., 8.
Antitrust/Trade Reg. (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Inv. Mass Tort (40)	<input type="checkbox"/> A6006 Claims involving Mass Tort	1., 2., 8.
Securities Litig. (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Tox. Tort/Environm (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Ins Cims - Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6180 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership/Corp. Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

-4-

SHORT TITLE: <b>FERRARA, et. al. vs.</b>		CASE NUMBER	
<b>GEORGINA ASSET MGMT., INC., et. al.</b>			

III. Statement of Location: Enter the address of the accident, party residence or place of business, performance, or other circumstance indicated in No. II., Item 3 on Page 1 as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER ITEM 3- WHICH APPLIES IN THIS CASE		ADDRESS:	
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		111 North Hill Street	
CITY:	STATE:	ZIP CODE:	
Los Angeles	CA	90012	

IV. Certificate/Declaration of Assignment: The undersigned hereby certifies and declares that the above entitled matter is properly filed for assignment to the County courthouse in the Central District of the Los Angeles Superior Court under Section 392 et seq., Code of Civil Procedure and Rule 2(b), (c) and (d) of this court for the reason checked above. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration was executed on 10/10/03 at Santa Monica, California.

(date) (city)

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

### New Civil Case Filing Instructions

This addendum form is required so that the court can assign your case to the correct courthouse location in the proper district for filing and hearing. It satisfies the requirement for a certificate as to reasons for authorizing filing in the courthouse location, as set forth in Los Angeles Superior Court Local Rule 2.0. It must be completed and submitted to the court along with the Civil Case Cover Sheet and the original Complaint or Petition in ALL civil cases filed in any district (including the Central District) of the Los Angeles County Superior Court. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

**PLEASE HAVE THE FOLLOWING DOCUMENTS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
  2. If filing a Complaint, a completed Summons form for issuance by the Clerk (Summons forms available at the Forms Counter.).
  3. Civil Case Cover Sheet form required by California Rule of Court 982.2(b)(1), completely filled out (Cover Sheet forms available at the Forms Counter).
  4. This "Addendum to Civil Case Cover Sheet" form [Superior Court Form Number CIV 109, revised 09-03], completely filled out (Item II. does not apply in limited civil cases) and submitted with the Civil Case Cover Sheet.\*
  5. Payment in full of the filing fee (unless filing on behalf of state or local government or no fee is due for the type of case being filed) or an Order of the Court waiving payment of filing fees in forma pauperis (fee waiver application forms available at the Filing Window)
  6. In case of a plaintiff or petitioner who is a minor under 18 years of age, an Order of the Court appointing an adult as a guardian ad litem to act on behalf of the minor (Guardian ad Litem Application and Order forms available at the Forms Counter).
  7. Additional copies of documents presented for endorsement by the Clerk and return to you.
- \* With the exception of unlimited civil cases concerning property damage, bodily injury or wrongful death occurring in this County, Labor Commissioner Appeals, and those types of actions required to be filed in the Central District by Local Court Rule 2(b), all unlimited jurisdiction civil actions may be optionally filed either in the Central District or in whichever other court location the rule would allow them to be filed. When a party elects to file an unlimited jurisdiction civil action in Central District that would also be eligible for filing in one or more of the other court locations, this form must still be submitted with location and assignment information completed.

982.2(b)(1)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Jon Ferrara, in propria persona Arleen Ferrara, in propria persona 502 16th Street Santa Monica, California		<div style="text-align: center;"> <b>FILED</b>          LOS ANGELES SUPERIOR COURT          OCT 14 2003          JOHN A. CLARKE, CLERK          BY <u>LUNG VAN VO, DEPUTY</u> </div>
TELEPHONE NO.: (310) 393-2655 FAX NO.: (310) 451-0217 ATTORNEY FOR (Name): Jon and Arleen Ferrara, Individually and as Trustees		
(INSERT NAME OF COURT, JUDICIAL DISTRICT, AND BRANCH COURT, IF ANY): Los Angeles Superior Court 111 North Hill Street Los Angeles, California 90012		
CASE NAME: Ferrara et al v. Georgina et al		
<b>CIVIL CASE COVER SHEET</b> <input type="checkbox"/> Limited <input checked="" type="checkbox"/> Unlimited	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	CASE NUMBER: 304180 ASSIGNED JUDGE:

Please complete all five (5) items below.

1. Check one box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <b>Other PI/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/DPD/WD (23) <b>Non-PI/DPD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (e.g., discrimination, false arrest) (08) <input type="checkbox"/> Defamation (e.g., slander, libel) (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input checked="" type="checkbox"/> Professional negligence (e.g., legal malpractice) (25) <input type="checkbox"/> Other non-PI/DPD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36)	<input type="checkbox"/> Other employment (15) <b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (e.g., money owed, open book accounts) (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (e.g., quiet title) (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11)	<input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) <b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Claims involving mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Toxic tort/Environmental (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (e.g., sister state, foreign, out-of-county abstracts) (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:

- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination and related actions pending in one or more courts in other counties, states or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial post-disposition judicial disposition  |

3. Type of remedies sought (check all that apply):

- a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Two: Professional Negligence and Breach of Fiduciary Duty

5. This case ☐ is ☒ is not a class action suit.

Date: October 10, 2003

Jon Ferrara, in propria persona

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 982.2.)
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.



## Involuntary Petition

**ALL OTHER NAMES** used by debtor in the last 6 years  
(Include married, maiden, and trade names.)

MAILING ADDRESS OF DEBTOR (if different from street address)

Los Angeles

LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR (If different from previously listed addresses)

CHAPTER OF BANKRUPTCY CODE UNDER WHICH PETITION IS FILED

☐ Chapter 7      ☒ Chapter 11

**INFORMATION REGARDING DEBTOR (Check applicable boxes)**

☐ Debts are primarily consumer debts

☒ Debts are primarily business debts (complete sections A and B)

☐ Individual
 ☐ Corporation Publicly Held  
☐ Partnership
 ☐ Corporation Not Publicly Held  
☒ Other: Limited Liability Company

**A. TYPE OF BUSINESS (Check one)**

<input type="checkbox"/> Professional	<input type="checkbox"/> Transportation	<input type="checkbox"/> Commodity Broker
<input type="checkbox"/> Retail/Wholesale	<input type="checkbox"/> Manufacturing/ Mining	<input type="checkbox"/> Construction
<input type="checkbox"/> Railroad	<input type="checkbox"/> Stockbroker	<input type="checkbox"/> Real Estate
		<input checked="" type="checkbox"/> Other

**B. BRIEFLY DESCRIBE NATURE OF BUSINESS**

Telecommunications, Internet,  
Animation Communications, Financing

**VENUE**

☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in the District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

☐ A bankruptcy case concerning debtor's affiliate, general partner or partnership is pending in this District.

**PENDING BANKRUPTCY CASE FILED BY OR AGAINST ANY PARTNER  
OR AFFILIATE OF THIS DEBTOR (Report information for any additional cases on attached sheets.)**

Date

District

**ALLEGATIONS**  
(Check applicable boxes)

1. ☒ Petitioner(s) are eligible to file this petition pursuant to 11 U.S.C. § 303(b).
2. ☒ The debtor is a person against whom an order for relief may be entered under title 11 of the United States Code.
- 3.a. ☒ The debtor is generally not paying such debtor's debts as they become due, unless such debts are the subject of a bona fide dispute;
- or
- b. ☐ Within 120 days preceding the filing of this petition, a custodian, other than a trustee, receiver, or agent appointed or authorized to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien against such property, was appointed or took possession.

10/24/2003 \*\*FILED\*\* 14:28  
LA03-37579EC

DEBTOR:  
FOUR STAR FINANCIAL SERVICES  
JUDGE: HON. E. Carroll - 586  
TRUSTEE: CH: 11 (INCOMPLETE)  
341A MTG:  
ADR:

CLERK, U.S. BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIF. ID: 710  
RECEIPT NO: LA-040678 \$ 830.00

**Involuntary Petition**

Name of Debtor

Four Star Financial Services, LLC

**TRANSFER OF CLAIM**

☐ Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(a).

**REQUEST FOR RELIEF**

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition:

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X Stanley H. Rich, Trustee 10/23/03  
Signature of Petitioner or Representative (State Title)

Rich Energy Development Co. Retirement Trust  
Name of Petitioner Date Signed

Name & Mailing Stanley H. Rich, Trustee  
Address of Individual 11823 Mayfield Ave. #101  
Signing in Representative Los Angeles, CA 90049  
Capacity Trustee

X Martin S. Zohn 10/24/03  
Signature of Attorney SB#054981 Date  
Martin S. Zohn, Esq.

PROSKAUER ROSE LLP  
Name of Attorney Firm (If any)

2049 Century Park East, #3200  
Los Angeles, CA 90067  
Address  
310.557.2900  
Telephone No.

X  
Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
Address of Individual  
Signing in Representative  
Capacity

X  
Signature of Attorney Date

Name of Attorney Firm (If any)

Address  
Telephone No.

X  
Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
Address of Individual  
Signing in Representative  
Capacity

X  
Signature of Attorney Date

Name of Attorney Firm (If any)

Address  
Telephone No.

**PETITIONING CREDITORS**

Name and Address of Petitioner Rich Energy Development Co Retirement Trust 11823 Mayfield, Avenue, #101, LA, CA 90049	Nature of Claim Promissory Note (*in excess of)	Amount of Claim \$211,000.00*
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims



**Involuntary Petition**

Name of Debtor

Four Star Financial Services, LLC

**TRANSFER OF CLAIM**

☐ Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(a).

**REQUEST FOR RELIEF**

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X Rodney G. Minott (Trustee)  
Signature of Petitioner or Representative (State Title)

Rodney Minott Trust 10/23/03  
Name of Petitioner Date Signed

Name & Mailing Rodney G. Minott  
Address of Individual 1206 Mariposa Street  
Signing in Representative San Francisco, CA 94107  
Capacity

X Polly Berry Kennedy (Trustee)  
Signature of Petitioner or Representative (State Title)

Polly Berry Kennedy Minott Trust 10/23/03  
Name of Petitioner Date Signed

Name & Mailing Rodney G. Minott  
Address of Individual 1206 Mariposa Street  
Signing in Representative San Francisco, CA 94107  
Capacity Trustee

X Polly Berry Kennedy (Trustee)  
Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
Address of Individual  
Signing in Representative  
Capacity

X 10/24/03  
Date

Signature of Attorney SB#054981

Martin S. Zohn, Esq.

PROSKAUER ROSE LLP

Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
Los Angeles, CA 90067

Address  
310.557.2900

Telephone No.

X 10/24/03  
Date

Signature of Attorney SB#054981

Martin S. Zohn, Esq.

PROSKAUER ROSE LLP

Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
Los Angeles, CA 90067

Address  
310.557.2900

Telephone No.

X  
Signature of Attorney Date

Name of Attorney Firm (If any)

Address

Telephone No.

**PETITIONING CREDITORS**

Name and Address of Petitioner <u>Rodney Minott</u> <u>1206 Mariposa St, San Francisco, CA 94107</u>	Nature of Claim <u>Investment Agreement and Guaranty</u> <u>(*in excess of)</u>	Amount of Claim <u>\$400,000.00*</u>
Name and Address of Petitioner <u>Polly Berry Kennedy Minott Trust</u> <u>1206 Mariposa St, San Francisco, CA 94107</u>	Nature of Claim <u>Investment Agreement and Guaranty</u> <u>(*in excess of)</u>	Amount of Claim <u>\$75,000.00*</u>
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims

continuation sheets attached



**Involuntary Petition**

Name of Debtor

Four Star Financial Services, LLC

**TRANSFER OF CLAIM**

☐ Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(a).

**REQUEST FOR RELIEF**

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X

Signature of Petitioner or Representative (State Title)

Rodney Minott 10/23/03

Name of Petitioner Date Signed

Name & Mailing Rodney G. Minott  
Address of Individual 1206 Mariposa Street  
Signing in Representative San Francisco, CA 94107  
Capacity

X

Signature of Attorney SB#054981 Date

Martin S. Zohn, Esq.

PROSKAUER ROSE LLP

Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
Los Angeles, CA 90067

Address  
310.557.2900  
Telephone No.

X

Signature of Petitioner or Representative (State Title)

Polly Berry Kennedy Minott Trust 10/23/03

Name of Petitioner Date Signed

Name & Mailing Rodney G. Minott  
Address of Individual 1206 Mariposa Street  
Signing in Representative San Francisco, CA 94107  
Capacity Trustee

X

Signature of Attorney SB#054981 Date

Martin S. Zohn, Esq.

PROSKAUER ROSE LLP

Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
Los Angeles, CA 90067

Address  
310.557.2900  
Telephone No.

X

Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
Address of Individual  
Signing in Representative  
Capacity

X

Signature of Attorney Date

Name of Attorney Firm (If any)

Address

Telephone No.

**PETITIONING CREDITORS**

Name and Address of Petitioner Rodney Minott 1206 Mariposa St, San Francisco, CA 94107	Nature of Claim Investment Agreement and Guaranty (*in excess of)	Amount of Claim \$400,000.00*
Name and Address of Petitioner Polly Berry Kennedy Minott Trust 1206 Mariposa St, San Francisco, CA 94107	Nature of Claim Investment Agreement and Guaranty (*in excess of)	Amount of Claim \$75,000.00*
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims

Form B5 (Official Form 5) Page 2 - (Rev. 12/02)

2002 USBC, Central District of California

**Involuntary Petition**

Name of Debtor

Four Star Financial Services, LLC

**TRANSFER OF CLAIM**

☐ Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(a).

**REQUEST FOR RELIEF**

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X Robert H. Lipp  
Signature of Petitioner or Representative (State Title)

Robert Lipp IRA 10/23/03  
Name of Petitioner Date Signed

Name & Mailing Robert Lipp  
Address of Individual 1709 Georgina  
Signing in Representative Santa Monica, CA 90402  
Capacity Signator

X Martin S. Zohn 10/24/03  
Signature of Attorney SB#054981 Date  
Martin S. Zohn, Esq.

PROSKAUER ROSE LLP  
Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
Los Angeles, CA 90067  
Address  
310.557.2900  
Telephone No.

X Robert H. Lipp, Trustee  
Signature of Petitioner or Representative (State Title)

Lipp Revocable Trust of 1992 10/23/03  
Name of Petitioner Date Signed

Name & Mailing Robert Lipp  
Address of Individual 1709 Georgina  
Signing in Representative Santa Monica, CA 90402  
Capacity Signator

X Martin S. Zohn 10/24/03  
Signature of Attorney SB#054981 Date  
Martin S. Zohn, Esq.

PROSKAUER ROSE LLP  
Name of Attorney Firm (If any)  
2049 Century Park East, Suite 3200  
Los Angeles, CA 90067  
Address  
310.557.2900  
Telephone No.

X Robert H. Lipp, Managing Principal Martin S. Zohn 10/24/03  
Signature of Petitioner or Representative (State Title) Signature of Attorney SB#054981 Date  
Martin S. Zohn, Esq.

Georgina Asset Management, LLC 10/23/03  
Name of Petitioner Date Signed

Name & Mailing Robert Lipp  
Address of Individual 270 18th Street  
Signing in Representative Santa Monica, CA 90402  
Capacity Managing Principal

PROSKAUER ROSE LLP  
Name of Attorney Firm (If any)  
2049 Century Park East, Suite 3200  
Los Angeles, CA 90067  
Address  
310.557.2900  
Telephone No.

**PETITIONING CREDITORS**

Name and Address of Petitioner <u>Robert Lipp IRA</u> <u>1709 Georgina, Santa Monica, CA 90402</u>	Nature of Claim <u>Cash Flow Note(s)</u> <u>(*in excess of)</u>	Amount of Claim <u>\$100,000.00*</u>
Name and Address of Petitioner <u>Lipp Revocable Trust of 1992</u> <u>1709 Georgina, Santa Monica, CA 90402</u>	Nature of Claim <u>Investment Agreement and Guaranty</u> <u>(*in excess of)</u>	Amount of Claim <u>\$1,710,000.00*</u>
Name and Address of Petitioner <u>Georgina Asset Management, LLC</u> <u>270 18th St, Santa Monica, CA 90402</u>	Nature of Claim <u>Investment Agreement and Guaranty</u> <u>(*in excess of)</u>	Amount of Claim <u>\$1,000,000.00*</u>
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims

continuation sheets attached

Form B5 (Official Form 5) Page 2 - (Rev. 12/02)

2002 USBC, Central District of California

**Involuntary Petition**

Name of Debtor

Four Star Financial Services, LLC

**TRANSFER OF CLAIM**

☐ Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(a).

**REQUEST FOR RELIEF**

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X

Robert H. Lipp, Managing Principal  
Signature of Petitioner or Representative (State Title)  
Georgina Asset Management, LLC 10/23/03  
Name of Petitioner Date Signed

Name & Mailing Robert H. Lipp  
Address of Individual 270 18th Street  
Signing in Representative Santa Monica, CA 90402  
Capacity Managing Principal

X

Martin S. Zohn 10/24/03  
Signature of Attorney SB#054981 Date  
Martin S. Zohn, Esq.  
PROSKAUER ROSE LLP  
Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
Los Angeles, CA 90067  
Address  
310.557.2900  
Telephone No.

X

Robert H. Lipp, Trustee  
Signature of Petitioner or Representative (State Title)  
Georgina Asset Management, LLC PSP 10/23/03  
Name of Petitioner Date Signed

Name & Mailing Robert H. Lipp  
Address of Individual 270 18th Street  
Signing in Representative Santa Monica, CA 90402  
Capacity Trustee

X

Martin S. Zohn 10/24/03  
Signature of Attorney SB#054981 Date  
Martin S. Zohn, Esq.  
PROSKAUER ROSE LLP  
Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
Los Angeles, CA 90067  
Address  
310.557.2900  
Telephone No.

X

Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
Address of Individual  
Signing in Representative  
Capacity

X

Signature of Attorney Date

Name of Attorney Firm (If any)

Address

Telephone No.

**PETITIONING CREDITORS**

Name and Address of Petitioner Georgina Asset Management, LLC 270 18th St, Santa Monica, CA 90402	Nature of Claim Cash Flow Note(s) (*in excess of)	Amount of Claim \$650,000.00*
Name and Address of Petitioner Georgina Asset Management, LLC PSP 270 18th St, Santa Monica, CA 90402	Nature of Claim Investment Agreement and Guaranty (*in excess of)	Amount of Claim \$60,000.00*
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims

\_\_\_\_ continuation sheets attached

Form B5 (Official Form 5) Page 2 - (Rev. 12/02)

2002 USBC, Central District of California

**Involuntary Petition**

Name of Debtor

Four Star Financial Services, LLC

**TRANSFER OF CLAIM**

☐ Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(a).

**REQUEST FOR RELIEF**

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X  
Signature of Petitioner or Representative (State Title)

Michael J. Plonsker 10/23/03  
Name of Petitioner Date Signed

Name & Mailing Michael J. Plonsker  
Address of Individual Alschuler Grossman Stein & Kahan  
Signing in Representative 1620 26th Street  
Capacity Santa Monica, CA 90404

X  
Signature of Attorney Martin S. Zohn, Esq. / David Scheidemantle, Esq.  
Date 10/24/03  
PROSKAUER ROSE LLP SB#150054  
Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
Los Angeles, CA 90067  
Address  
310.557.2900  
Telephone No.

X  
Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
Address of Individual  
Signing in Representative  
Capacity

X  
Signature of Attorney Date

Name of Attorney Firm (If any)

Address  
Telephone No.

X  
Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
Address of Individual  
Signing in Representative  
Capacity

X  
Signature of Attorney Date

Name of Attorney Firm (If any)

Address  
Telephone No.

**PETITIONING CREDITORS**

Name and Address of Petitioner Michael J. Plonsker 1620 26th St, Santa Monica, CA 90404	Nature of Claim Promissory Note (*in excess of)	Amount of Claim \$100,000.00*
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Name and Address of Petitioner	Nature of Claim	Amount of Claim

Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.

Total Amount of  
Petitioners' Claims

\_\_\_\_ continuation sheets attached

# Involuntary Petition

Name of Debtor

Four Star Financial Services, LLC

## TRANSFER OF CLAIM

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## REQUEST FOR RELIEF

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X Arthur J. Hohmann  
 Signature of Petitioner or Representative (State Title) 10/23/03

MaxMin Yield Investments Limited Partnership  
 Name of Petitioner Date Signed

Name & Mailing Arthur J. Hohmann  
 Address of Individual P.O. Box 12392  
 Signing in Representative Aspen, CO 81612  
 Capacity President MaxMin, Inc. GP

X 10/23/03  
 Date

Signature of Attorney  
John C. Nabors, Esq.  
GARDERE, WYNNE & SEWELL  
 Name of Attorney Firm (If any)

1601 Elm Street  
Dallas, TX 75201  
 Address  
214.999.3000  
 Telephone No.

X  
 Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
 Address of Individual  
 Signing in Representative  
 Capacity

X  
 Signature of Attorney Date

Name of Attorney Firm (If any)

Address  
 Telephone No.

X  
 Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
 Address of Individual  
 Signing in Representative  
 Capacity

X  
 Signature of Attorney Date

Name of Attorney Firm (If any)

Address  
 Telephone No.

## PETITIONING CREDITORS

Name and Address of Petitioner  
MaxMin Yield Investments Limited Part.  
PO Box 12392, Aspen, CO 81612

Nature of Claim  
Judgment  
(\*in excess of)

Amount of Claim  
\$3,200,000.00\*

Name and Address of Petitioner

Nature of Claim

Amount of Claim

Name and Address of Petitioner

Nature of Claim

Amount of Claim

Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.

Total Amount of  
 Petitioners' Claims

continuation sheets attached

Form B5 (Official Form 5) Page 2 - (Rev. 12/02)

2002 USBC, Central District of California

**Involuntary Petition**

Name of Debtor

Four Star Financial Services, LLC

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X  
Signature of Petitioner or Representative (State Title)

MaxMin Yield Investments Limited Partnership  
Name of Petitioner Date Signed

Name & Mailing Arthur J. Hohmann  
Address of Individual P.O. Box 12392  
Signing in Representative Aspen, CO 81612  
Capacity President MaxMin, Inc. GP

X  
Signature of Attorney

John C. Nabors, Esq.  
GARDERE, WYNNE & SEWELL  
Name of Attorney Firm (If any)

10/23/03  
Date

1601 Elm Street  
Dallas, TX 75201  
Address  
214.999.3000  
Telephone No.

X  
Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
Address of Individual  
Signing in Representative  
Capacity

X  
Signature of Attorney

Date

Name of Attorney Firm (If any)

Address

Telephone No.

X  
Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
Address of Individual  
Signing in Representative  
Capacity

X  
Signature of Attorney

Date

Name of Attorney Firm (If any)

Address

Telephone No.

**PETITIONING CREDITORS**

Name and Address of Petitioner MaxMin Yield Investments Limited Part. PO Box 12392, Aspen, CO 81612	Nature of Claim Judgment (*in excess of)	Amount of Claim \$3,200,000.00*
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims

continuation sheets attached



**Involuntary Petition**

Name of Debtor

Four Star Financial Services, LLC

**TRANSFER OF CLAIM**

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X Martin S. Zohn, attorney  
 Signature of Petitioner or Representative (State Title)  
Scott Emerson Ungar 10/23/03  
 Name of Petitioner Date Signed

Name & Mailing Martin S. Zohn, Esq.  
 Address of Individual PROSKAUER ROSE LLP  
 Signing in Representative 2049 Century Park East, #3200  
 Capacity attorney Los Angeles, CA 90067

X Martin S. Zohn 10/24/03  
 Signature of Attorney SB#054981 Date  
Martin S. Zohn, Esq.  
PROSKAUER ROSE LLP  
 Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
 Los Angeles, CA 90067  
 Address  
310.557.2900  
 Telephone No.

X Martin S. Zohn, attorney  
 Signature of Petitioner or Representative (State Title)  
The Ungar Family Inter Vivos Revoc Trust 10/23/03  
 Name of Petitioner Date Signed

Name & Mailing Martin S. Zohn, Esq.  
 Address of Individual PROSKAUER ROSE LLP  
 Signing in Representative 2049 Century Park East, #3200  
 Capacity attorney Los Angeles, CA 90067

X Martin S. Zohn 10/24/03  
 Signature of Attorney SB#054981 Date  
Martin S. Zohn, Esq.  
PROSKAUER ROSE LLP  
 Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
 Los Angeles, CA 90067  
 Address  
310.557.2900  
 Telephone No.

X  
 Signature of Petitioner or Representative (State Title)  
 Name of Petitioner Date Signed  
 Name & Mailing  
 Address of Individual  
 Signing in Representative  
 Capacity

X  
 Signature of Attorney Date  
 Name of Attorney Firm (If any)  
 Address  
 Telephone No.

**PETITIONING CREDITORS**

Name and Address of Petitioner Scott Emerson Ungar 6407 MacLaurin Dr, Tampa, FL 33647	Nature of Claim Money Advanced (*in excess of)	Amount of Claim \$80,000.00*
Name and Address of Petitioner The Ungar Family Inter Vivos Revoc Trust 6407 MacLaurin Dr, Tampa, FL 33647	Nature of Claim Money Advanced (*in excess of)	Amount of Claim \$1,000,000.00*
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims

\_\_\_\_\_ continuation sheets attached

**Involuntary Petition**

Name of Debtor

Four Star Financial Services, LLC

**TRANSFER OF CLAIM**

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X Martin S. Zohn, attorney  
Signature of Petitioner or Representative (State Title)

Regional Holdings 10/23/03  
Name of Petitioner Date Signed

Name & Mailing Martin S. Zohn, Esq.  
Address of Individual PROSKAUER ROSE LLP  
Signing in Representative 2049 Century Park East, #3200  
Capacity attorney Los Angeles, CA 90067

X Martin S. Zohn 10/24/03  
Signature of Attorney SB#054981 Date  
Martin S. Zohn, Esq.  
PROSKAUER ROSE LLP

Name of Attorney Firm (If any)  
2049 Century Park East, Suite 3200  
Los Angeles, CA 90067  
Address  
310.557.2900  
Telephone No.

X  
Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
Address of Individual  
Signing in Representative  
Capacity

X  
Signature of Attorney Date

Name of Attorney Firm (If any)

Address  
Telephone No.

X  
Signature of Petitioner or Representative (State Title)

Name of Petitioner Date Signed

Name & Mailing  
Address of Individual  
Signing in Representative  
Capacity

X  
Signature of Attorney Date

Name of Attorney Firm (If any)

Address  
Telephone No.

**PETITIONING CREDITORS**

Name and Address of Petitioner Regional Holdings 6407 MacLaurin Dr, Tampa, FL 33647	Nature of Claim Promissory Note (*in excess of)	Amount of Claim \$40,000.00*
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims

continuation sheets attached



**Involuntary Petition**

Name of Debtor

Four Star Financial Services, LLC

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X Martin S. Zohn, Attorney  
Signature of Petitioner or Representative (State Title)

Widelitz Family Trust U/T/D 4/15/94 10/24/03  
Name of Petitioner Date Signed

Name & Mailing Martin S. Zohn, Esq.  
Address of Individual PROSKAUER ROSE LLP  
Signing in Representative 2049 Century Park East, #3200  
Capacity Attorney Los Angeles, CA 90067

X Martin S. Zohn 10/24/03  
Signature of Attorney SB#054981 Date  
Martin S. Zohn, Esq.  
PROSKAUER ROSE LLP

Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
Los Angeles, CA 90067  
Address  
310.557.2900  
Telephone No.

X Martin S. Zohn, Attorney  
Signature of Petitioner or Representative (State Title)

Bryce Scott Widelitz, UTMA CA 10/24/03  
Name of Petitioner Date Signed

Name & Mailing Martin S. Zohn, Esq.  
Address of Individual PROSKAUER ROSE LLP  
Signing in Representative 2049 Century Park East, #3200  
Capacity Attorney Los Angeles, CA 90067

X Martin S. Zohn 10/24/03  
Signature of Attorney SB#054981 Date  
Martin S. Zohn, Esq.  
PROSKAUER ROSE LLP

Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
Los Angeles, CA 90067  
Address  
310.557.2900  
Telephone No.

X Martin S. Zohn, Attorney  
Signature of Petitioner or Representative (State Title)

Kiley G. Widelitz, UTMA CA 10/24/03  
Name of Petitioner Date Signed

Name & Mailing Martin S. Zohn, Esq.  
Address of Individual PROSKAUER ROSE LLP  
Signing in Representative 2049 Century Park East, #3200  
Capacity Attorney Los Angeles, CA 90067

X Martin S. Zohn 10/24/03  
Signature of Attorney SB#054981 Date  
Martin S. Zohn, Esq.  
PROSKAUER ROSE LLP

Name of Attorney Firm (If any)

2049 Century Park East, Suite 3200  
Los Angeles, CA 90067  
Address  
310.557.2900  
Telephone No.

**PETITIONING CREDITORS**

Name and Address of Petitioner Widelitz Family Trust U/T/D 4/15/94 10519 Lauriston Ave, LA, CA 90064	Nature of Claim Promissory Note (*in excess of)	Amount of Claim \$400,000.00*
Name and Address of Petitioner Bryce Scott Widelitz, UTMA CA 10519 Lauriston Ave, LA, CA 90064	Nature of Claim Promissory Note (*in excess of)	Amount of Claim \$80,000.00*
Name and Address of Petitioner Kiley G. Widelitz, UTMA CA 10519 Lauriston Ave, LA, CA 90064	Nature of Claim Promissory Note (*in excess of)	Amount of Claim \$80,000.00*
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims

**Involuntary Petition**

Name of Debtor

Four Star Financial Services, LLC

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X Martin S. Zohn, attorney  
Signature of Petitioner or Representative (State Title)

Heidi Wideltitz, IRA

Name of Petitioner

10/24/03  
Date Signed

Name & Mailing

Address of Individual

Signing in Representative

Capacity attorney

Martin S. Zohn, Esq.

PROSKAUER ROSE LLP

2049 Century Park East, #3200

Los Angeles, CA 90067

X Martin S. Zohn  
Signature of Attorney SB#054981  
Martin S. Zohn, Esq.

10/24/03  
Date

PROSKAUER ROSE LLP

Name of Attorney Firm (if any)

2049 Century Park East, Suite 3200  
Los Angeles, CA 90067

Address

310.557.2900

Telephone No.

X  
Signature of Petitioner or Representative (State Title)

Name of Petitioner

Date Signed

Name & Mailing

Address of Individual

Signing in Representative

Capacity

X  
Signature of Attorney

Date

Name of Attorney Firm (if any)

Address

Telephone No.

X  
Signature of Petitioner or Representative (State Title)

Name of Petitioner

Date Signed

Name & Mailing

Address of Individual

Signing in Representative

Capacity

X  
Signature of Attorney

Date

Name of Attorney Firm (if any)

Address

Telephone No.

**PETITIONING CREDITORS**

Name and Address of Petitioner Heidi Wideltitz, IRA 10519 Lauriston Ave, LA, CA 90064	Nature of Claim Promissory Note (*in excess of)	Amount of Claim \$350,000.00*
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims

continuation sheets attached